



Order under Section 31 Residential Tenancies Act, 2006

Citation: Weston v Enofe, 2026 ONLTB 6032

Date: 2026-01-20

File Number: LTB-T-067133-25

In the matter of: A, 879 Armour Road
Peterborough Ontario K9H2A5

Between: Shanley Weston Tenant

And

Andrew Enofe Landlord

Shanley Weston (the 'Tenant') applied for an order determining that Andrew Enofe (the 'Landlord'):

- reduced or discontinued services or facilities.
- did not meet his maintenance obligations.
- entered the rental unit illegally.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

An Adjudicative Case Conference (ACC) was scheduled for January 14, 2026.

Only the Tenant attended the ACC.

As of 11:23am, the Landlord was not present or represented at the ACC although properly served with notice by the LTB. There was no record of a request to adjourn the ACC. As a result, I held a hearing of the application which proceeded with only the Tenant's evidence.

Reasons:

1. The Tenant's testimony was clear, plausible, supported by photos and emails, and uncontradicted. I accept it as true.

Reductions in and discontinuances of services and facilities

2. The Tenant rented the unit after replying to an online ad. The ad included photos depicting a spacious, aboveground, well-lit unit with large windows. It stated that the unit included central air conditioning.
3. Because the Tenant was in the process of moving to Peterborough, she was not able to view the unit in-person. She rented the unit relying on the representations in the ad, at a monthly rent of \$2,000.00, starting August 1, 2024.
4. When she arrived to move into the unit, the Tenant discovered that it was very different from what was promised in the ad. The unit was significantly smaller, and was a basement apartment with low light from small windows. It did not have air conditioning.
5. I agree with the Tenant that, by providing a unit lacking the size, windows, and air conditioning that the Landlord had promised, he reduced and discontinued services and facilities within the meaning of section 130 of the *Residential Tenancies Act* (RTA). The Tenant is entitled to a rent reduction.
6. Pursuant to section 39 of O. Reg. 516/06, the way to calculate the rent reduction depends on whether the reduction and discontinuance in services or facilities was reasonable. In this case, the reductions and discontinuances were not reasonable. The Landlord offered no explanation for failing to provide the amenities he had promised. Consequently, pursuant to section 39(3), I must award a rent reduction that takes into account both the value of the services and facilities to the Tenant, and the effect of the reductions and discontinuances on the Tenant.
7. The Tenant asks that her rent be reduced to \$1,742.50 effective August 1, 2024, a reduction of \$257.50 monthly. I am satisfied that the requested reduction is appropriate in light of the factors set out in section 39(3). Good natural lighting is important to the Tenant, and she would not have voluntarily rented a basement apartment. Air conditioning is obviously an important amenity as well. Finally, the unit is simply smaller than what the Tenant agreed to rent.
8. On August 1, 2025, the Landlord increased the Tenant's rent by 2.5%. The Tenant concedes that the same increase should be applied to the reduced rent.
9. Consequently, the Tenant's new rent is \$1,742.50 from August 2024 through July 2025, and \$1,786.06 from August 2025 onwards.
10. Pursuant to section 130(3)(b), the Landlord will be ordered to return the \$4,673.64 that the Tenant has overpaid from August, 2024 through January, 2026.
11. The Tenant also argues that the Landlord failed to provide natural gas heating which was promised in the ad. The unit is heated by baseboards instead. She has not explained why baseboard heating is less valuable than natural gas heating, but in any case, the other reductions by themselves are sufficient to justify the full rent decrease she requests.
12. The Landlord also promised en-suite laundry, but did not provide laundry machines until January, 2024. Pursuant to section 130(3)(c), the Tenant would be entitled to a temporary rent reduction for the period that en-suite laundry was not provided. However, having

already awarded the full reduction she requests, I cannot award any additional reduction not requested in her application.

Maintenance issues

13. When the Tenant took possession of the unit, it was in terrible condition. She promptly complained to the Landlord, but he did nothing to resolve the issues except as set out below.

Urine-soaked floor

14. The floor in the unit's hallway appeared to be waterlogged when the Tenant moved in. The Landlord's superintendent informed her that in fact, it was saturated with cat urine. He also admitted that the Landlord had been aware of the problem prior to the Tenant moving in.
15. The Landlord did not replace the flooring until September 24, 2024. The delay was not reasonable; the Landlord should have replaced the flooring before the tenancy began.
16. The Tenant requests a rent abatement of 60% from August 1 through September 24, 2024, and I find that amount to be appropriate given the severity of the issue.
17. The Tenant also seeks reimbursement for a mould testing kit that she purchased because of concerns about mould growing in the flooring. I am not satisfied that that expense is compensable. The Landlord was obligated to repair the flooring regardless of whether it was mouldy. There was no need for the Tenant to conduct a mould test.

Dirt and garbage

18. When the Tenant moved in, the unit was filthy. There was dirt and garbage in the radiators and stuck to the kitchen counters. There was broken glass in the stove. There was unrecyclable garbage in the recycling bins.
19. The Tenant requests a rent abatement of \$100.00 in compensation for having to clean the unit, and I find that amount to be more than reasonable. I will also award the \$22.54 that she spent on a cleaning product.

Broken blinds

20. The window blinds were broken and were missing pieces. The Tenant eventually replaced them with curtains on September 13, 2024. I will award the 5% rent abatement she requests from August 1 through September 13, 2024.

Missing window screen

21. A window was missing a screen, so the Tenant could not safely open it. The Landlord eventually installed a screen on November 25, 2024. I will award the 2% rent abatement the Tenant requests from August 1 through November 25, 2024.

Damaged countertop

22. Chunks had been gouged out of the kitchen countertop. The Tenant eventually repaired them herself on March 21, 2025. I will award the 1% rent abatement she requests from August 1, 2024 through March 21, 2025, and the \$8.44 she spent on repair materials.

Loose and damaged cabinets

23. The kitchen cabinets were loose, and the finish was damaged. The Tenant eventually repaired them herself on February 18, 2025. I will award the 1% rent abatement she requests from August 1, 2024 through February 18, 2025, and the \$42.92 she spent on repair materials.

Damaged wall

24. On November 11, 2024, the Landlord's superintendent gouged holes in the wall in the front entryway while moving an appliance. He filled in the holes, but did not paint them until March 21, 2025. I will award the 2% rent abatement the Tenant requests from November 11, 2024 through March 21, 2025.

Ceiling leak

25. On August 20, 2024, water began leaking from the bathroom ceiling. The Landlord did not repair the leak until September 5, 2024. I will award the 5% rent abatement the Tenant requests from August 20 through September 5, 2024.

Laundry

26. The Landlord did not initially provide en-suite laundry as required by the tenancy agreement. The Tenant argues that this was either a failure to maintain the unit, or a temporary reduction in service. In my view, it was a temporary reduction in service, and I have dealt with it as such above.
27. The Landlord installed laundry machines on January 23, 2025. However, the dryer vent was not properly installed. Instead of venting outside, the dryer vented air and lint into the kitchen. This was a maintenance issue, which the Landlord did not repair until March 21, 2025. I will award the 2% rent abatement the Tenant requests from January 23 through March 21, 2025.

Other issues

Work done without 24 hours' notice

28. Evidently, the unit needed a great deal of maintenance work after the Tenant moved in. Over the course of August and September, 2024, the Landlord sent maintenance workers to the unit on several occasions, although in some cases little or no work was done.

29. Additionally, on August 27, September 4, and September 23, 2024, and on March 21, 2025, workers came to the unit without the Landlord having given 24 hours' notice of entry pursuant to section 27 of the RTA. The Tenant let them in anyway, because she wanted repairs to be done.
30. Section 26(1)(b) of the RTA provides that a landlord may enter a unit without notice if a tenant consents to the entry at the time of entry. Since the Tenant consented to the four entries in August and September, the entries did not contravene section 25 of the RTA.
31. However, the purpose of section 26(1)(b) is not to allow a landlord to circumvent the requirement to give notice under section 27. The expectation is that, in the normal course, a landlord will give 24 hours' notice of repairs rather than asking a tenant to consent to entries without notice. In this case, there is no reason the Landlord could not have given proper notice of scheduled repairs.
32. Consequently, although the entries did not contravene section 25, I am satisfied that the Landlord substantially interfered with the Tenant's reasonable enjoyment, in contravention of section 22 of the RTA, by repeatedly asking her to waive her right to 24 hours' notice in order to get repairs done.
33. I will award a rent abatement of \$100.00 in compensation for the four incidents.

Photographs without consent

34. The Tenant was not home when the Landlord's superintendent installed laundry machines on January 23, 2025. A neighbour later informed her that they had seen the superintendent take photos in the unit. The Tenant was concerned that her privacy may have been violated.
35. On January 25, the Tenant emailed the Landlord. She asked to be informed what the purpose of the photos was, and to see copies of any photos that had been taken. The Landlord ignored her request.
36. The information from the neighbour is hearsay, and is not sufficient to prove that the superintendent took photos in the unit. Further, assuming that photos were taken, there is no evidence that they included any of the Tenant's personal belongings, as opposed to just being photos of the newly-installed laundry machines. Consequently, the evidence does not establish that the superintendent took photos which violated the Tenant's privacy.
37. However, in the circumstances, the Tenant's January 25 request was entirely reasonable. Her concerns were justified. It would have been a simple matter for the Landlord to reply and tell her whether photos had been taken, and if they had, to send her copies of them.
38. By ignoring the Tenant's request, the Landlord failed to address her legitimate privacy concerns. This substantially interfered with her reasonable enjoyment of her home. I will award the \$300.00 rent abatement that the Tenant requests in compensation for the interference.

39. The Tenant also requests an order that the Landlord not photograph her unit without seeking her consent. Given the lack of evidence as to whether the superintendent took improper photographs, I do not find such an order to be appropriate in this case.

Interference caused by flooring repairs

40. On September 24, 2024, the Tenant could not be in her home because the flooring was being replaced. Obviously, the inability to be in her home substantially interfered with her enjoyment of her home on that day.
41. Maintenance and repair work often inconveniences tenants, but normally the inconvenience is not compensable. The need for maintenance from time to time is simply a normal part of life.
42. Specifically, section 8 of O. Reg. 516/06 provides that substantial interference caused by maintenance and repair work is not compensable unless a tenant can establish that the interference was unreasonable and contravened at least one of a list of requirements set out in section 8(4).
43. In this case, I agree with the Tenant that it was unreasonable for the Landlord to replace the floor during her tenancy. He knew, before the tenancy began, that the floor was soaked with urine. He ought to have done the repair prior to the commencement of the tenancy on August 1. If he had, then the Tenant would not have been inconvenienced.
44. The Landlord also contravened a specific requirement set out in section 8(4)(2) by failing to give the Tenant notice, at the first opportunity before entering into the tenancy agreement, that the work would be done.
45. Consequently, the Landlord is liable for the substantial interference caused by the floor repair on September 24. The Tenant requests a 90% rent abatement for that day. I agree with her that 90% would be appropriate, however I have already awarded a 60% abatement for the floor disrepair on that day. I will therefore award a further 30% abatement for the interference.

Deposits

46. When negotiating the tenancy, the Landlord demanded rent and key deposits in excess of the amounts permitted by the RTA, as well as an impermissible damage deposit. When the Tenant pointed out that the deposits would be illegal, the Landlord replied that they would not be illegal if she offered them voluntarily.
47. Arguably, the Landlord may have been correct that he would have been permitted to accept an otherwise illegal deposit if the Tenant had offered it voluntarily. However, she did not offer the deposits voluntarily. The Landlord demanded them as a condition of entering into a tenancy agreement.
48. The Tenant paid some of the deposits the Landlord demanded, in order to secure the tenancy. After she had moved in, she was eventually able to recover the excess. Because the issue has been resolved, the only remedy she requests is that the Landlord pay an administrative fine to deter him from demanding illegal deposits from future tenants.

49. I am not persuaded that I would have the authority to order a fine in this case. The remedy for the collection or retention of an illegal deposit would have been an application under section 135(1) of the RTA for an order that the Landlord return the deposit to the Tenant. Section 135(1) does not provide for any other remedies, including a fine. The Landlord's conduct likely constituted an offence under section 234(d) of the RTA, but prosecution of offences is not within my jurisdiction.

Post-dated rent cheques

50. On August 1, 2024, the first day of the tenancy, the Landlord texted the Tenant stating "I need 10 postdated cheques." This was contrary to section 108(a) of the RTA which prohibits a landlord from requiring a tenant or prospective tenant to provide post-dated cheques. The Tenant asks that I order an administrative fine.

51. The RTA does not provide for any remedy for a contravention of section 108(a). It would appear that a tenant's remedy when asked for post-dated cheques is either to refuse to provide them, or to provide them and then put stop-payments on them. In this case, the Tenant did not provide the post-dated cheques the Landlord demanded. I am not persuaded that I would have the jurisdiction to order a fine.

Harassment

52. The Tenant pays her rent by e-transfer. On December 5, 2024, February 4, 2025, and September 3, 2025, employees of the Landlord left the Tenant voicemails asking her to confirm that she had paid her rent. In all three cases, the Tenant had already paid her rent for the month. Presumably, the bank had not finished processing the payments.

53. The Tenant's only obligation was to pay the rent. She had no obligation to tell the Landlord or his staff that she had paid. I am satisfied that the requests for payment confirmation were vexatious, and that the Landlord knew or ought to have known that they would be unwelcome. Taken together, the voicemails constituted harassment.

54. The only remedy the Tenant seeks for the harassment is an order that the Landlord cease the conduct. I will issue that order.

Remedies

55. The total rent abatements set out above come to:

- August 1 to September 24, 2024: 60%
- August 1 to September 13, 2024: 5%
- August 1 to November 25, 2024: 2%
- August 1, 2024 to March 21, 2025: 1%
- August 1, 2024 to February 18, 2025: 1%
- November 11, 2024 to March 21, 2025: 2%
- August 20 to September 5, 2024: 5%
- January 23 to March 21, 2025: 2%
- September 24, 2024: 30%

- Additional lump-sum abatements: \$500.00

56. The Tenant's adjusted rent throughout the period of the abatements was \$1,742.50 monthly, which represents \$57.29 daily. Applying the above percentages to that amount, the total abatement awarded is \$3,182.32.
57. The total award for compensation for expenses for cleaning and repair supplies comes to \$73.90.
58. The rent is reduced as discussed above, and as a result the Landlord owes \$4,673.64 in overpaid rent.
59. The Landlord must also reimburse the Tenant for her filing fee of \$53.00 for this application.
60. The total amount awarded comes to \$7,982.86.
61. The Landlord will also be ordered not to ask the Tenant to confirm when she has paid her rent.

It is ordered that:

1. The rent is reduced to \$1,742.50 from August 2024 through July 2025, and to \$1,786.06 from August 2025 to the present. The current lawful rent is \$1,786.06.
2. The Landlord shall pay the Tenant \$7,982.86, which represents the return of overpaid rent, rent abatements, compensation for expenses, and the filing fee of this application.
3. If the Landlord does not pay the full amount owing by January 31, 2026, he will owe simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.
4. The Landlord shall not, either personally or through his employees, ask the Tenant to confirm her rent payments after she has made them.

January 20, 2026
Date Issued

Dale Whitmore
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.